

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this ____ day of June 2020, by and between the parties recited, and reads as follows:

WHEREAS, Owen County Community Foundation (OCCF) and the Town of Spencer, Indiana (Town) have come together to collaborate and to complete a sidewalk and streetscape upgrade on the east side of Main Street from the north side of Cooper Street to the south side of Jefferson Street that will be the MYPATH Trail System South Main Street Connector Project (“the Project”); and

WHEREAS, the OCCF has received grant funding from the Eli Lilly Foundation and the Regional Opportunities Initiatives, Inc. in the sum of \$154,759, including \$12,000 in contingency funds; and

WHEREAS, the Town of Spencer has pledged a donation in the sum of \$20,000, and OCCF has additional general fund resources to fully fund the MYPATH Trail System South Main Street Connector Project; and

WHEREAS, the parties believe this Project will enhance the Owen County and Town of Spencer communities’ economic, social, and health well-being; and

WHEREAS, the partners listed above desire to enter into a Memorandum of Understanding setting forth the following services to be provided by the collaborative;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows;

1. Roles and Responsibilities

- a. The Town of Spencer agrees to be the municipal administrator of the project and will perform all services associated with bidding, oversight, and documentary archiving of the project. The Town of Spencer will receive and pay contractor invoices for the project. All invoices and expenses will be reported as soon as practicable to the OCCF.
- b. The OCCF will request a draw down of funds from the Regional Opportunities Initiatives, Inc. (ROI) grant for the project and make payment to the Town in the form of charitable grants as soon as funds are received. Should any delay occur in processing by OCCF or ROI, the OCCF will use a reserve funds to provide the grants so that the Town can pay the invoices in a timely manner.

- c. The Town will include copies of invoices and backup when requesting grant funds from OCCF. The OCCF will maintain all records for future reference or for audit purposes.

2. Coordination

- a. The parties acknowledge and agree that the BBP Water Corporation and REMC fiberoptic engineers have requested coordination regarding the project in order to potentially use adjacent or concurrent easements during the period of the work project. To the extent practicable and reasonable, the parties agree to provide transparency of the work schedule and consultation with these entities to consider the feasibility and ability to accommodate their installation and/or repair of the same area of construction.
- b. All third-party utility improvements are at the expense of those entities and are not a part of this agreement.

3. Project Construction Oversight

- a. Rundell Ernstberger Associates, Inc. will be retained to provide services as outlined in their contract with the Town. The OCCF will also retain a project manager that will provide onsite oversight to help ensure quality control and timeline authentication.
- b. An opening meeting with the Town, the OCCF, and REA representatives will be scheduled as soon as is practical for attendees.

With this collaboration in place, we will complete a project to enhance life in the Town of Spencer.

Dated: June ____, 2020

Mark E. Rogers
CEO, Owen County Community Foundation

Mike Spinks
President, Spencer Town Council

Attest:

Cheryl Moke, Clerk-Treasurer